

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM341947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tributes, Inc.		05/15/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Agent		
Street Address:	191 North Wacker Drive		
Internal Address:	Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3784817	TRIBUTES.COM	
Registration Number:	3750828	TRIBUTES.COM	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7141		
Email:	kristen.thomas@goldbergkohn.com		
Correspondent Name:	Kristen Thomas, Project Assistant		
Address Line 1:	c/o Goldberg Kohn Ltd. 55 E Monroe St.		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6492.068		
NAME OF SUBMITTER:	Kristen Thomas		
SIGNATURE:	/kristenthomas/		
DATE SIGNED:	05/20/2015		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15th day of May, 2015, by Tributes, Inc., a Delaware corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Legacy.com, Inc., a Delaware corporation ("Borrower"), one or more of its affiliates, including Grantor, as Credit Parties, Grantee and the lenders identified therein are parties to a certain Amended and Restated Credit Agreement dated as of December 19, 2014 (as amended, restated, supplemented or otherwise modified from time to time, including without limitation pursuant to that certain Joinder to Credit Agreement and Guarantee and Collateral Agreement of even date herewith by and among Borrower, Grantor, the other Credit Parties party thereto and Agent, the "Joinder", the "Credit Agreement") providing for the extensions of credit to be made to Borrower (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of April 2, 2012 among Grantor, one or more of its affiliates and Grantee (as amended, restated, supplemented or otherwise modified from time to time, including without limitation pursuant to the Joinder, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its concurrent grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to all Trademarks, whether now owned or existing or hereafter created, acquired or arising, including:

- (i) each registered trademark and trademark registration application listed on Schedule 1 annexed hereto, together with any renewals thereof, and

all of the goodwill of the business connected with the use of, and symbolized by, each trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark, or (b) injury to the goodwill associated with any trademark.

[Signature page follows]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of
the date first written above.

TRIBUTES, INC.

By Helene Donahue
Name Helene Donahue
Title Secretary

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By 
Name Erik Van Vuren
Title Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
TRIBUTES.COM	3,784,817	5/4/10
TRIBUTES.COM	3,750,828	2/16/10

TRADEMARK REGISTRATION APPLICATIONS

Trademark Application
Description

U.S. Application No.

Date Applied

NONE.